— where a criminal mind is an essential element — unless he has personally participated. *Commonwealth* v. *Nichols*, 10 Metc. (Mass.) 259; see 1 CLARK & SKYLES, AGENCY, § 520. It must follow that corporations can be held for such offenses only by applying *respondeat superior* to them where it does not apply to individuals, or else by treating the acts of its governing officers as the personal acts of the corporation itself. No court has ever expressly adopted the first alternative, and it cannot be justified unless — as seems doubtful — the law fails to apply *respondeat superior* to all crimes merely out of tenderness to innocent human employers. See *Commonwealth* v. *Wachendorf*, 141 Mass. 270, 271, 4 N. E. 817, 818. But there is reason to think that the second alternative is the law. The Supreme Court holds corporations liable in exemplary damages for the torts of their "officers," but not for those of their "agents." *Denver & Rio Grande Ry. Co.* v. *Harris*, 122 U. S. 597, 7 Sup. Ct. 1286; *Lake Shore & M. S. Ry. Co.* v. *Prentice*, 147 U. S. 101, 13 Sup. Ct. 261. A few other cases hold that corporations act *per se* through their officers. *American Soda Fountain Co.* v. *Stolzenbach*, 75 N. J. L. 721, 68 Atl. 1078; *Bank of Toronto* v. *McDougall*, 15 U. C. C. P. 475. This idea seems sensible. Abandoning the notion that a corporation is an ideal being and treating it simply as an organization of men, the officers by which that organization acts appear as integral parts of the corporation, and their official acts as the immediate acts of the corporation itself. See 21 HARV. L. REV. 535. Apparently some regular officer was concerned in every crime involving an evil intent of which a corporation has yet been convicted. It is believed that these decisions are correct in result and represent an unconscious adoption of the principle which the Supreme Court has applied to the case of exemplary damages.

CRIMINAL LAW — EFFECT OF UNAUTHORIZED POSTPONEMENT OF EXECUTION. — After legally sentencing the petitioner to two years' imprisonment, the trial court illegally gave him his liberty on condition that he leave the state. After two years he returned. *Held*, that he must serve the original sentence. *Ex parte Lujan*, 137 Pac. 587 (N. Mex.).

Illegal delay in sentencing one convicted permanently deprives the court of its jurisdiction to pronounce sentence. *People* v. *Barrett*, 202 Ill. 287, 67 N. E. 23; *United States* v. *Wilson*, 46 Fed. 748. Some courts have given like effect to illegal postponement of execution of sentence, after the time the sentence should have expired if served. *In re Webb*, 89 Wis. 354, 62 N. W. 177; *Ex parte Clendenning*, 1 Okla. Cr. 227, 97 Pac. 650. The cases seem clearly distinguishable. A valid sentence having been imposed, the prisoner is illegally at large. Sentence is not satisfied when the prisoner is at liberty after escape. *Dolan's Case*, 101 Mass. 219. Nor when liberty is due to the neglect of the sheriff. *Miller* v. *Evans*, 115 Ia. 101, 88 N. W. 198. There seems to be no reason for distinguishing the illegal act of the court. And the principal case is supported by authority. *Fuller* v. *State*, 1 Miss. 811, 57 So. 806; *Neal* v. *State*, 104 Ga. 509, 30 S. E. 858.

COVENANTS RUNNING WITH THE LAND — COVENANTS IN SUPPORT OF AN EASEMENT — AFFIRMATIVE COVENANTS IN EQUITY. — A. granted land to B. with an easement to take power from a water wheel on A.'s adjoining land. A. also covenanted to construct and maintain a shaft from the wheel to B.'s land. The plaintiff, the grantee of B., sought enforcement against A.'s grantee. *Held*, that the defendant is bound as to the easement but not as to the covenant. *Miller* v. *Clary*, 103 N. E. 1114 (N. Y.).

The New York courts have previously held that an affirmative covenant runs with the land in equity if it is such as can be enforced according to the ordinary rules of specific performance. See 14 HARV. L. REV. 301. This has been the prevailing American view. See 22 HARV. L. REV. 597. The